

PAYMENT IN LIEU OF TAX AGREEMENT

This Payment in Lieu of Tax Agreement ("Agreement") is made and entered into as of February 17, 2017 by and among the TOWN OF NEW MILFORD, a municipal corporation in the State of Connecticut (the "Town"), CANDLEWOOD SOLAR LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Developer") and NEW MILFORD CLEAN POWER, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, (the "Company"). The Developer, the Company and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WITNESSETH

WHEREAS, the Developer intends to develop and build the Facility, as hereinafter defined, on approximately eighty (80) acres of land within a 163.848-acre parcel of land to be owned by Company, located east of Candlewood Mountain Rd. in the Town of New Milford, CT which is shown on Assessor's Map 26, Lot 67.1 and more specifically described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Facility will produce a reliable and cost effective power supply, thereby benefiting residential, industrial, commercial and governmental consumers of electricity; and

WHEREAS, the Facility is shown on the site plan attached hereto as Exhibit B, which is subject to revision as may be necessary for the Developer to obtain approval of the Facility from the Connecticut Siting Council, the Connecticut Department of Energy and Environmental Protection, and any other governmental authority whose approval is required for the installation of the Facility; and

WHEREAS, each of the Parties desire certainty and stability in the amount of taxes that will be payable with respect to the Facility and the Property by the Company and the Developer and collected by the Town, in order (i) for the Developer to facilitate financing the Facility and projecting revenues and expenses and to compete more effectively in the electric generation market and (ii) for the Town to stabilize tax revenues and facilitate long range planning; and

WHEREAS, the Facility, when built and placed in commercial operation, will be an "electric generating facility" as that term is defined in Connecticut General Statutes ("CGS") §16-50i(a)(3); and

WHEREAS, the Facility will be interconnected to the electric grid by way of certain improvements and/or personal property to be installed on real property other than the Property, and the Parties agree and acknowledge that (a) the Facility as defined herein constitutes all personal property associated with the Facility installed on or within the Property or on other real properties owned by third parties, and (b) nothing within this Agreement relates to or applies to the Town's valuation, assessment, or taxation of (i) real property other than the Property and

improvements thereon or (ii) any personal property owned by third parties, including but not limited to any such personal property that may service or be associated with the Facility; and

WHEREAS, CGS §32-71a (the "Act") and CGS § 12-81(57)(F) authorize the Town to enter into this Agreement with respect to the Facility and Property; and

WHEREAS, the Town and its residents have important public interests in (a) how the Facility is constructed, installed, and operated during its lifetime, (b) how and when the Facility is decommissioned, (c) how the Property is used during the Facility's lifetime and restored after decommissioning of the Facility, and (d) the reasonableness of Payments in Lieu of Taxes made by Developer and Company pursuant to this Agreement; and

WHEREAS, the Parties have used their best efforts to determine the projected tax liability of the Facility and Property during the Term of this Agreement as it may be extended under Section 13, and to allocate payments of such liability during the Term of this Agreement in a manner consistent with the requirements of the Act, further set forth on Schedule A attached and made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants, agreements, obligations and undertakings provided for herein, including those set forth on Schedules A and B attached and made a part hereof, the Town, the Developer, and the Company agree as follows:

Section 1. Definitions.

Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth below:

"After Acquired Property" means machinery, equipment and other property acquired after the Commercial Operation Date due to a modification of technology at the Facility resulting in a rated AC-capacity of the Facility at, above, or below the contemplated twenty (20) megawatts-AC. For this purpose, rated capacity shall be determined in accordance with all applicable rules, regulations and procedures, as amended from time to time, and adopted by the New England Power Pool (NEPOOL) and/or ISO New England, Inc. (ISO NE). After Acquired Property shall not include machinery, equipment and other property acquired after the Commercial Operation Date which are in the nature of replacement machinery and/or equipment for the Facility and/or which involve repair and maintenance of machinery and equipment to maintain the Facility. However, any After Acquired Property will not adjust in a negative or positive manner the level of Tax Payment to the Town per the PILOT Program referenced in this agreement. Notwithstanding any aspect of the foregoing, "After Acquired Property" shall not include any systems or devices used or designated for the storage of electricity produced by the Facility, including, but not limited to, batteries or other electrical storage devices, wherever located.

"Commercial Operation Date" means the date on which all performance testing has been completed for all phases of electric generation and development and any portion of the Facility has been placed in commercial operation, regardless of yield.

"Construction Commencement Date" means thirty (30) days after all of the following conditions have been met:

(a) The Developer has closed on its funding for the construction of the Facility and has satisfied all of the lender's conditions; and

(b) The Developer has issued a notice to proceed with construction of the Facility to its contractor; and

(c) The Developer has received final, non-appealable approval from the Connecticut Siting Council, the Connecticut Department of Energy and Environmental Protection and any other governmental authority whose approval is required for the installation of the Facility.

For purposes of this definition and notwithstanding the foregoing, the date of commencement of tree removal and/or logging activities on the Property shall constitute the Construction Commencement Date.

"Facility" shall have the meaning set forth in the preamble and shall include all of the taxable real and personal property constituting the solar PV installation, including any and all property, of whatever nature, whether presently existing or acquired during the term of this Agreement, arising from, related to, or used directly or indirectly in the production of electricity or the operation, maintenance or improvement of the solar PV installation, including all land or rights therein, making electrical interconnections for the Facility (including bringing electricity to the Facility associated with the solar PV installation owned by Developer or Company within the Town. Said definition of "Facility" shall not include any systems or devices used or designated for the storage of electricity produced by the Facility, including, but not limited to, batteries or other electrical storage devices, wherever located.

"Semiannual Tax Payment Dates" means July 1 and January 1.

"State" means the State of Connecticut.

"Taxes" or "Tax Payments" means the amount(s) payable by the Company pursuant to this Agreement.

"Tax Year" means a period commencing on July 1 and ending on the following June 30.

Section 2. Payments Through Commercial Operation Date.

(a) During the period commencing on the date of this Agreement through and including the Construction Commencement Date, the Company shall pay taxes on the Property in such amounts determined as if this Agreement were not in effect. The Company shall provide the Town with prompt written notice of the Construction Commencement Date.

(b) During the period commencing on the day after the Construction Commencement Date through and including the Commercial Operation Date, the Company shall pay Taxes on the Property in such amounts determined as if this Agreement were not in effect i.e. a total annual amount of \$19,348.02. The Company shall provide the Town with prompt written notice of the Commercial Operation Date.

(c) During the period commencing on the date of this Agreement through and including the Commercial Operation Date, the Company and the Town retain all rights, remedies and obligations permitted or required by law with regard to the Property, its assessments and the levy and collection of Taxes. Such Taxes shall be computed and pro-rated for the number of days during the Tax Year that commenced immediately prior to the Commercial Operation Date. The final payment of Taxes accruing during the Tax Year that commenced immediately prior to the Commercial Operation Date shall be paid on the first Semiannual Tax Payment Date that occurs on or after the Commercial Operation Date.

Section 3. Payments Following the Commercial Operation Date.

(a) Commencing on the first Semiannual Tax Payment Date following the Commercial Operation Date and on each Semiannual Tax Payment Date thereafter during the Term of this Agreement, the Company shall pay to the Town total Taxes on the real and personal Property associated with the Facility and Property in the amounts set forth in Schedule A with respect to the applicable Semiannual Tax Payment Date.

(b) The Tax Payments set forth in Schedule A shall be adjusted for delays in the development of the Facility or for After Acquired Property set forth in this Agreement.

Section 4. Abatement of Taxes.

The Taxes payable under Sections 2 and 3 above represent real and personal property taxes with respect to the Facility and Property imposed or collected by the Town pursuant to CGS Chapter 204 (including property set forth in the assessment list of the Town pursuant to CGS §§12-64 and 12-71 or any successor provisions) or any successor provisions, represent the sole payments to be made by the Company or Developer with respect to the Facility and Property, and shall be accepted by the Town in full satisfaction of such taxes. Consequently, all real and personal property taxes that would be due and payable but for this Agreement or using any computation method other than that set forth herein, in excess of the amounts set forth in Sections 2 and 3 above, shall be abated in respect of and during the term of this Agreement.

Section 5. Adjustments for Material Change in Taxing Structure.

This Agreement is predicated on the assumption that real and personal property taxes continue to be assessed by and paid to the Town in a manner that is consistent with current law, and that the State's system of property taxes is not replaced by a substitute system of taxes (whether property or otherwise) that materially increases or diminishes the receipts a municipality derives from property taxes or that a taxpayer pays in respect of property taxes. In recognition of the foregoing, if the current system of property taxation is materially modified by

law, the Parties agree to negotiate in good faith to modify this Agreement in a manner that preserves the respective economic positions of all Parties. For purposes of this Section, any increases or decreases in real or personal property tax assessments or increases or decreases in the rate of any tax shall not, in and of itself, constitute a material modification of the current system of property taxation. Further, in the case of any material modification of taxation laws, the amount paid to the Town via this Agreement will remain the same, with no change in the payment schedule.

Section 6. Taxes Following Term of This Agreement.

Subject to Section 13, commencing on the expiration or termination of the term of this Agreement, the Facility and Property shall be assessed in the manner required by applicable law and taxes shall be calculated and be due and payable as provided by applicable law. If such expiration or termination occurs on a date other than the first day of a Tax Year, the taxes for that portion of that Tax Year remaining after such expiration or termination shall be calculated as set forth in this Section and shall be prorated for that portion of the Tax Year commencing on the day following such expiration or termination and ending on the last day of that Tax Year. All payments of Taxes made prior to such expiration or termination shall be deemed final and the Town waives any right to any taxes that would have been due prior to such expiration or termination but for this Agreement and the Company waives any right to a refund of any taxes that would not have been due prior to such expiration or termination but for this Agreement.

Section 7. Billing and Payment.

All Taxes payable under this Agreement shall be due and payable within thirty (30) days of each Semiannual Tax Payment Date, without receipt of notice, invoice or any other similar written request or demand from the Town.

Section 8. No Additional Tax Benefits.

Except for adjustments that may be required pursuant to Section 5 of this Agreement, regarding the Facility and Property, the Company and Developer each agrees that it will not pursue any additional exemptions or tax abatements or any subsequent adjustment to its tax payments that are the subject of this Agreement unless permitted herein. Nothing in this Section shall prohibit the Company or the Developer from seeking additional tax relief and rebates from the State, federal authorities or authorities other than the Town, provided that no such relief shall reduce the amounts payable by the Company to the Town under this Agreement. The Town will cooperate with the Company in applying for state, federal or other programs providing tax assistance to electricity generators in the State.

Section 9. No Audits, Inspection of Records or Declarations.

During the Term of this Agreement as may be extended under Section 13, the Town shall have no right to audit or otherwise inspect or make copies of any of the books or records of the Company relating to the Property and/or the Developer's operations at the Facility, and neither the Company nor the Developer shall have any obligation to file any personal property

declarations, income and expense reports or similar forms with the Town regarding the Property or the Facility.

Section 10. Late Payments.

If the Company fails to make a scheduled Tax Payment due hereunder within thirty (30) days following the due date provided for payment, interest at the rate set forth in CGS §12-146 shall accrue on any unpaid Tax Payment from the date such payment was due until paid, and the Town shall retain all rights and remedies it may have under law if any such payment remains unpaid.

Section 11. Remedies for Nonpayment of Taxes.

The Parties hereto acknowledge and agree that the Tax Payments due by the Company to the Town hereunder are taxes imposed pursuant to CGS Chapter 204 (except to the extent such taxes are modified as to amount and timing pursuant to the terms hereof) and that all rights and remedies available to the Town under applicable law (including, without limitation, CGS Chapter 205) with respect to nonpayment of taxes shall continue to be applicable as they apply to the payment and collection of amounts due as Taxes as set forth in this Agreement.

Section 12. Miscellaneous Provisions.

(a) The Agreement shall not apply to (i) any improvements to real property or personal property that are not associated with the Facility, (ii) any batteries or other electrical storage devices used or designed for the storage of electricity produced by the Facility, or (iii) any portion of the Property that is subject to and separated from the real property on which the Facility is built by any lot line revision, first cut for development purposes or resale or subdivision.

(b) The Company consents to the voluntary termination of the Major Planned Residential Development District ("MPRDD") that presently applies to the Property and application of the R-80 zone to the Property in its entirety in place of the MPRDD, and the Company agrees to execute any documents reasonably requested by the New Milford Zoning Commission to accomplish this result

(c) Prior to engaging in tree removal and/or logging activities on the Property, the Developer shall (i) retain at its sole cost a State of Connecticut Certified Forester to review Developer's tree removal and/or logging plans and formulate recommendations on the minimization of damage to natural and ecological resources located on the Property, and (ii) shall use commercially reasonable efforts to comply with all recommendations made by the retained Forester in conducting tree-removal and/or logging operations on the Property, subject to any more stringent requirements imposed by the Connecticut Siting Council.

(d) At all times during construction, installation, and operation of the Facility on the Property, Developer and Company shall comply with (i) 2002 Connecticut Guidelines for Soil Erosion and Sedimentation Control, DEP Bulletin 34, (ii) 2004 Connecticut Stormwater Quality

Manual, and (iii) any more stringent standards relating to soil erosion, sedimentation control, and stormwater quality that may be imposed by the Connecticut Siting Council.

(e) Nothing in this Agreement shall modify, alter, reduce, or relate in any way to the rights and remedies of the Parties with respect to the assessment and collection of taxes on the Facility and/or Property or to the Town's valuation of the Facility and/or the Property after the Term of this Agreement, as may be extended under Section 13, expires. Furthermore, this Agreement shall not constitute evidence of value in any tax appeal commenced by any owner of the Facility or Property for any tax year after expiration of this Agreement.

Section 13. Renewals and Extensions.

Prior to the expiration of the term of this Agreement, any Party may request one five-year extension of the term hereof by providing written notice of such extension to the other Parties at least sixty (60) days prior to the 20th anniversary of the execution of this Agreement. During the five (5) year extension period, the Payment in Lieu of Tax in effect during the 20th year set forth on Schedule A shall be increased by five (5%) per cent for the 21st year, and Payments in Lieu of Taxes for each successive year during the remaining four years shall be increased by two percent (2%) above the preceding year's Payment in Lieu of Taxes. The Parties shall execute an amendment hereto setting forth the duration of and Taxes payable during the extension of the term, but any such extension shall only be for one five-year extension.

Section 14. Term of Agreement.

The term of this Agreement commences on the date of its execution and delivery by the parties hereto and terminates on the 20th anniversary of the Commercial Operation Date, unless previously extended to a later date by mutual agreement of the parties hereto in accordance with Section 13 hereof, in which case this Agreement will terminate on such later date.

Section 15. Entire Understanding.

This Agreement reflects the entire understanding of the Parties hereto and supersedes all previous verbal and written agreements between the Parties regarding the subject matter hereof.

Section 16. Notices.

All notices required or permitted under the terms of this Agreement shall be in writing and can be delivered by hand or by facsimile or registered or certified mail. Notice that is sent by registered or certified mail, by hand or by facsimile shall be deemed effective on the second day after deposit in the United States Mail, postage prepaid, or on the second day after hand delivery or facsimile transmission, except as otherwise demonstrated by a signed receipt or facsimile confirmation. Notices may be sent to the following addresses:

If to the Town:

Office of The Mayor
Town of New Milford
10 Main Street
New Milford, CT 06776

D. Randall DiBella, Esq. & John D. Tower, Esq.
Cramer & Anderson LLP
51 Main Street
New Milford, CT 06776

If to the Company:

New Milford Clean Power, LLC
156 New Britain Avenue
New Milford, CT 06067

Robert Martino Esq
Updike Kelly and Spellacy
100 Perl Street, 17th Floor
Hartford, CT 06103

If to the Developer:

Candlewood Solar LLC
111 Speen Street, Ste 410
Framingham, MA 01701
Attn: James Walker

With a copy to:

Ameresco, Inc
111 Speen Street, Ste 410
Framingham, MA 01701
Attn: General Counsel

Any Party may designate a different notice address by giving written notice as set forth above.

Section 17. Amendments; Waivers.

No modification or amendment of this Agreement shall be valid or effective unless expressly set forth in an agreement in writing signed on behalf of each Party hereto. If and to the extent the provisions of any modification or amendment shall be unenforceable or void under law, such unenforceable or void provisions shall be disregarded and this Agreement shall

otherwise remain in full force and effect. No waiver, consent or discharge (other than discharge by reason of performance) shall be effected, except by an instrument in writing executed by or on behalf of the Party against whom enforcement of such waiver, consent or discharge is sought.

Section 18. Assignment.

This Agreement may be assignable by the Company or by the Developer without the Town's consent (i) in connection with the obtaining of construction or term loan financing for the Facility or Property and/or (ii) in connection with the sale or other transfer of ownership of the Facility or Property.

In the event the Company, the Developer or a subsequent owner of the Facility, assigns this Agreement to the purchaser of its fee interest in the Facility or Property, the Party making the assignment shall be relieved from liability for the payment and performance of its obligations hereunder which arise after such assignment so long as the assignee shall agree in a written instrument which is in form and substance acceptable to the Town to assume the obligation to make the Tax Payments and perform the other obligations of the Company or the Developer (as applicable) under this Agreement which arise after such assignment. In connection with any assignment of this Agreement or in order to facilitate the obtaining of financing or refinancing for the Facility, the Town shall execute such consents, estoppel certificates, agreements and similar documents as the Company and the Developer shall reasonably request, provided any such agreements or contracts must be approved in advance by the New Milford Town Council pursuant to Town Charter § 602(g).

Section 19. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. The Company's and the Developer's obligations hereunder are solely its obligations, respectively, and no affiliate of the Company or the Developer, and no member, officer, director, manager, agent or other representative of the Company or the Developer shall have any personal liability for the performance of its obligations hereunder.

Section 20. Severability.

The Parties hereto have entered into this Agreement in good faith on the basis of applicable Connecticut law. Each Party hereto, including its successors and assigns, agrees not to challenge the validity of this Agreement or its enforceability against such Party. If the validity or enforceability of this Agreement or any portion hereof is challenged by any third party, each Party hereto agrees to defend the validity and enforceability of this Agreement, with each Party bearing its own attorneys' fees and costs. . If a term of this Agreement shall be deemed to be illegal or unenforceable pursuant to a final, non-appealable judgment by a court having competent jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect as if such portion had not been included in this Agreement from the beginning.

Section 21. Captions.

The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 22. No Admissions.

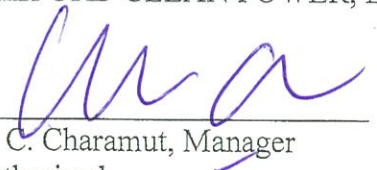
The Parties agree and acknowledge that this Agreement will expire at the end of its Term as may be extended pursuant to Section 13, at which point the Parties may seek to renegotiate and enter into a new Agreement relating to the Facility and Property. Upon the expiration of this Agreement, the Parties agree that nothing set forth within this Agreement shall be deemed or claimed to constitute an admission of any Party as to any matter, including but not limited to the valuation, assessment, characterization, or classification of any real property, improvements to real property, or personal property.

Section 23. Governing Law, Venue & Enforcement.

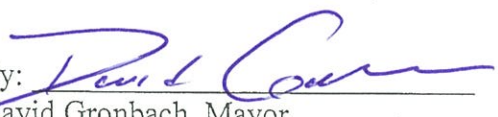
This Agreement shall be governed by and construed under the laws of the State of Connecticut. Any disputes or claims arising under this Agreement shall be resolved by way of litigation exclusively before the Connecticut Superior Court for the Judicial District of Litchfield, and the Parties expressly waive the jurisdiction of the Tax and Administrative Appeals Session Court presently located in the Judicial District of New Britain for any disputes or claims arising under this Agreement. The Parties agree that the prevailing party shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any judicially proven breach of this Agreement by Developer or Company or the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

NEW MILFORD CLEAN POWER, LLC

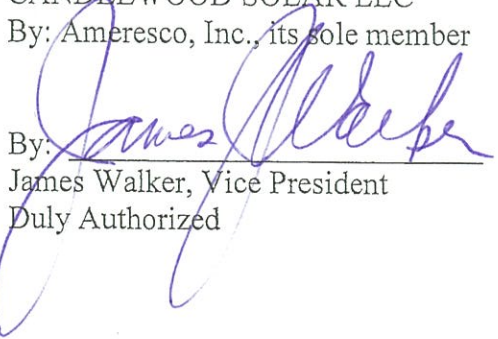
By: 
William C. Charamut, Manager
Duly Authorized

TOWN OF NEW MILFORD

By: 
David Gronbach, Mayor
Duly Authorized

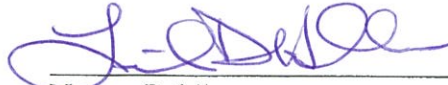
CANDLEWOOD SOLAR LLC

By: Ameresco, Inc., its sole member

By: 
James Walker, Vice President
Duly Authorized

STATE OF CONNECTICUT)
) ss: New Milford
COUNTY OF LITCHFIELD)

Personally appeared David Gronbach of the Town of New Milford, Connecticut, signer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Town, and his free act and deed as such officer, before me.



Notary Public

My Commission Expires: 3/31/2022

Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: Hartford
COUNTY OF Hartford)

Personally appeared William C. Charamut, Manager of New Milford Clean Power, LLC, signer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Company, and his free act and deed as such officer, before me.



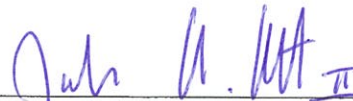
Notary Public

My Commission Expires: May 31, 2020

Commissioner of the Superior Court

COMMONWEALTH OF MASSACHUSETTS)
) ss: FRAMINGHAM
COUNTY OF MIDDLESEX)

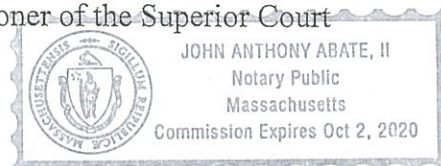
Personally appeared James Walker, Vice President of Ameresco, Inc., the sole member of Candlewood Solar LLC, signer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Developer, and his free act and deed as such officer, before me.



Notary Public

My Commission Expires:

Commissioner of the Superior Court



SCHEDULE A
TAX PAYMENTS FOLLOWING COMMERCIAL OPERATION DATE
OF PHASE I

The following are the Tax Payments to be paid by the Company to the Town on consecutive Semiannual Tax Payment Dates following the Commercial Operation Date of Phase I pursuant to the Agreement:

<u>Year</u>	<u>Amount</u>
1	\$ 75,000
2	\$ 76,300
3	\$ 77,626
4	\$ 78,979
5	\$ 80,358
6	\$109,265
7	\$110,701
8	\$112,165
9	\$113,658
10	\$115,191
11	\$160,350
12	\$162,882
13	\$165,465
14	\$168,099
15	\$170,786
16	\$188,527
17	\$191,322
18	\$194,174
19	\$197,082
20	<u>\$200,049</u>
Total	\$2,747,979

NOTE: Annual payments are divided and paid in equal semi-annual installments.

SCHEDULE B

The following conditions are attached, and made a part of this PILOT Agreement.

1. A Road and Infrastructure surety performance bond in the minimum amount of \$125,000, or in any greater amount determined and required by the Connecticut Siting Council, naming the Town as Obligee will be provided by Developer to the Town prior to the Construction Commencement Date. This surety performance bond will be in effect until one year after the Commercial Operation Date. This surety performance bond will cover the performance and costs of necessary repairs to Town roads, roadbeds, curbs, bridges, culverts, guardrails, signs, trees, plantings, or drainage infrastructure that are directly attributable to construction, installation, or operation of the Facility.
2. A Sedimentation and Erosion control surety performance bond in the minimum amount of \$100,000, or in any greater amount determined and required by the Connecticut Siting Council, naming the Town as Obligee will be provided by Developer to the Town prior to the Construction Commencement Date. This surety performance bond will be in effect until one year after the Commercial Operation Date. This surety performance bond will cover the performance and costs of necessary emergency or non-emergency sedimentation and erosion control actions implemented by the Town that are directly attributable to any failure of Developer to comply with sedimentation and erosion control provisions set forth in the Development and Management Plan for the Facility approved by the Connecticut Siting Council or the standards set forth in Section 12(d), whichever are more stringent.
3. A Landscaping surety construction bond in the amount of \$100,000, or in any such greater amount determined and required by the Connecticut Siting Council, will be provided by Developer to the Town prior to the Construction Commencement Date. This surety bond will be in effect until one (1) year after the Commercial Operation Date. This surety bond will cover the performance and costs of any additional landscaping required to be installed by the Developer to address adverse visual impacts attributable to construction, installation and operation of the Facility beyond the impact presented to the Town and the Connecticut Siting Council by Developer, as determined by the Connecticut Siting Council with input from relevant Town departments.
4. Developer agrees to make commercially reasonable efforts to give preference to local contractors, subcontractors, and workers to install, construct, and maintain the Facility and Property throughout the Term of this Agreement, and agrees that any contracts it may enter into with other persons or entities relating to the installation, construction, or maintenance of the Facility and Property (collectively "Developer Contractors") shall contain a similar local preference requirement to be followed by Developer Contractors. In connection herewith,

Developer agrees to provide a written report to the Town prior to the Construction Commencement Date setting forth how it has complied with this provision and the percentage of work on the Facility being performed or to be performed by local contractors, subcontractors, and workers. The report shall be updated on the Commercial Operation Date to show the Developer's actual usage of local contractors, subcontractors and workers during the installation and construction processes.

5. A Development and Management (D&M) Plan will be submitted to the Town by the Developer in a form as required by the CT Siting Council. Developer will review the D&M Plan with the Town of New Milford representatives prior to submission to the Connecticut Siting Council.
6. A Decommissioning Plan will be submitted to the Town by the Developer in a form as may be required or suggested by the Connecticut Siting Council which shall detail how the Facility will be decommissioned and removed from the Property and how the Property will be stabilized and restored when solar energy use of the Facility ends. Said Decommissioning Plan shall provide for (a) the complete removal of the Facility from the Property within one hundred eighty (180) days of when solar energy use of the Facility ends or this Agreement expires, whichever date is later, and (b) compliance with all stormwater, erosion control, and sedimentation control standards set forth in this Agreement both during and after Decommissioning or any more stringent standards approved by the Connecticut Siting Council.
7. A Decommissioning surety performance bond in the minimum amount of (a) an amount equal to the estimated cost of removing the Facility from the Property and restoring the Property, as estimated by an independent and qualified contractor with experience in such work, or (b) in any greater amount determined and required by the Connecticut Siting Council, naming the Town as Obligee will be provided by Developer to the Town one hundred eighty (180) days prior to the anticipate decommissioning date. This surety performance bond shall remain in effect until one hundred eighty (180) days after Decommissioning of the Facility. This surety performance bond will cover the performance and costs of any decommissioning of the Facility and restoration of the Property in a manner consistent with the Developer's Decommissioning Plan.
8. A storm water management plan complying with the provisions of this Agreement prepared by the Developer shall be approved by the Inland Wetlands Officer and/or the Mayor's Office.
9. Shade-tolerant pasture grasses instead of traditional turf grass shall be planted in all disturbed areas within the solar array and Facility. The seed selection will be approved by the CT Siting Council and the Town of New Milford.

10. Approval of the Facility, including its construction and installation, by the Connecticut Siting Council. In this regard, Developer agrees it will not oppose any effort by the Town to appear before, intervene in, comment on, or otherwise participate in proceedings before the Connecticut Siting Council.
11. Developer's execution of a binding power purchase agreement approved by the Public Utilities Regulatory Authority within the Connecticut Department of Energy and Environmental Protection pursuant to Conn. Gen. Stat. § 16a-3f and/or the Massachusetts Department of Public Utilities, as required under applicable law, a copy of which shall be delivered to Town..

EXHIBIT "A"

PROPERTY

PARCEL 1:

All that certain piece or parcel of land, situated in the Town of New Milford, County of Litchfield, State of Connecticut shown on a map entitled ALTA/ACSM Land Title Survey prepared for Dunham Farm, LLC as recorded on the New Milford Land Records as Map 3141.

Beginning at a monument on the east side of Candlewood Mountain Road said point being the southwest corner of property now or formerly belonging to Stephen Paul & Deborah Marlin Armstrong.

Thence running in an easterly direction N84°08'58"E 830.78 feet to a rebar, marking the southeast corner of said Armstrong, thence turning and running in a generally northerly direction along property of said Armstrong, the following courses & distances, N06°38'54"W 225.14 feet, N88°02'28"E 50.00 feet and N06°38'54"W 378.14 feet to a drill hole marking the northeast corner of said Armstrong, thence turning and running in a westerly direction S88°19'36"W 524.89 feet to a monument said point marks the southeasterly corner of land now or formerly belonging to Albert M. & Elizabeth Watson thence turning and running in a generally northern direction the following courses and distances, N02°38'44"E 85.49 feet, N17°27'12"W 181.27 feet, N26°46'35"W 43.98 feet and N33°23'57"W 95.00 feet to an iron pin marking the northeast corner of said Watson, thence turning and running in a westerly direction S59°52'32"W 489.67 feet and S88°39'50"W 161.00 feet to drill hole set in a masonry wall, said point marks the northwest corner of said Watson and is located on the east side of Candlewood Mountain Road, thence running in a northerly direction along the east side, of said road N24°51'43"W 50.77 feet to a mag nail marking the southwest corner of property now or formerly belonging to Michael H. Ostrove & Lisa J Kreloff-Ostrove, et al, thence turning and running in an easterly direction the following courses & distances, N68°39'50"E 58.39 feet, N 70°12'34"E 24.94 feet and N81°00'12"E 716.82 feet to an iron pin marking the southeast corner of said Ostrove, thence turning and running N25°36'07"W 592.92 feet to an iron pin marking the northeast corner of said Ostrove, thence turning and running in a northeasterly direction along a curve to the left having a radius of 593.15 feet and a length of 500.42 feet to a point, thence N11°18'42"E 1711.84 feet to a point, thence along a curve to the right having a radius of 498.44 feet and a length of 458.89 feet to drill hole marking the northeast corner of the herein described parcel, thence turning and running in a southerly direction, the following courses and distances S19°28'54"E 57.06 feet, S18°56'40"E 816.07 feet, S35°28'33"E 380.14 feet, S32°05'50"E 304.80 feet, S20°36'50"E 1045.65 feet to a drill hole in a stone bound, thence S84°21'50"W 297.80 feet to a drill hole in a stone bound, thence S42°35'08"E 108.95 feet, S28°32'41"E 158.97 feet, S17°55'01"E 305.80 feet and S08°27'10"W 242.56 feet to a drill hole, thence S68°28'25"E 201.87 feet and S88°12'50"E 589.53 feet to a drill hole in a stone bound, thence S04°25'45"E 749.18 feet, S26°45'27"W 593.39 feet, S41°20'09"W 193.36 feet, S87°21'32"W 238.12 feet, S70°13'16"W 208.66 feet, S38°39'00"W 187.73 feet, S66°63'53"W 227.48 feet and S66°18'14"W 71.99 feet to a rebar marking the southwest corner of the herein described parcel, thence turning and running N26°18' 46"W 479.18 feet to a rebar, thence turning and running S87°08'03"W 415.63 feet and S78°54'49"W 435.37 feet to a drill hole in a stone wall, said point is located on the easterly side of Candlewood Mountain Road, thence turning and running along the easterly side of said road the following courses and distances, N35°45'09"W 115.61 feet, N33°45'36"W 258.38 feet, N32°49'20"W 100.00 feet, N33°57'50"W 189.33 feet, N28°34'08"W 24.72 feet and N29°03'07"W 34.95 feet to the point and place of beginning. Containing 163.848 acres and bounded as follows:

Northerly by the lands now or formerly belonging to Stephen Paul & Deborah Marlin Armstrong; Michael H. Ostrove & Lisa J Kreloff-Ostrove; and Carl M Dunham Jr.

Easterly by the lands now or formerly belonging to Kimberly Clark Corp.; Candlelight Farm, LLC; and Connecticut Light and Power Co.

Southerly by the lands now or formerly belonging to Carl M Dunham Jr.; Stephen Paul & Deborah Marlin Armstrong; and Albert M. & Elizabeth Watson.

Westerly by the lands now or formerly belonging to Carl M Dunham Jr.; Stephen Paul & Deborah Marlin Armstrong; Albert M. & Elizabeth Watson; Michael H. Ostrove & Lisa J Kreloff-Ostrove; and Candlewood Mountain Road. Together with the rights as contained in that deed dated August 14, 1936 and recorded in Volume 92 at Page 528 of the New Milford Land Records.

Together with the rights as they appear in that instrument dated January 5, 1971 and recorded in Volume 289 at Page 590 of the New Milford Land Records.

Together with the rights as contained in that deed dated January 28, 1986 and recorded in Volume 339 at Page 713 of the New Milford Land Records.

Together with a Right of Way and Easement from U.S. Route 7 to the above described property. Said Right of Way and Easement is recorded in Volume 620 at Page 303 of the New Milford Land Records, as amended by Amendment to Right of Way and Easement Agreement recorded in Volume 859 at Page 412 of the New Milford Land Records, and as further amended by Second Amendment to Right of Way and Easement Agreement recorded June 26, 2007 in Volume 941 at Page 647 of the New Milford Land Records, and described in accordance with the same as follows:

Commencing at a point, marked as POC on a map entitled "Proposed R.O.W. & Grading Easements in Favor Of Dunham Farm, LLC Across The Property, said point being on the southeasterly sideline of CT State Highway Route 7, where the same is intersected by the dividing line of lands now or formerly belonging Candlelight Farm, LLC as described in Volume 857 and Page 207 and lands now or formerly belonging to Frances E. & Judith M. Bucinsley as described in Volume 820 and Page 573 and running, thence;

- a. Along the southwesterly sideline of CT State Highway Route 7, South 35 degrees, 35 minutes 54 seconds East a distance of 143.20 feet, thence;
- b. Along the same, South 35 degrees 35 minutes 14 seconds East a distance of 5.34 feet, to the Point Of Beginning marked as POB on the above referenced map, and running, thence;

From the said Point Of Beginning; running thence;

1. Along the said sideline of Route 7, South 35 degrees 35 minutes 14 seconds East a distance of 60.00 feet, thence;
2. Through the lands now or formerly belonging to Candlelight Farm, LLC, South 54 degrees 31 minutes 00 seconds West a distance of 178.87 feet to a point of curvature, thence;
3. Through the same, on a curve to the left having a central angle of 32 degrees 14 minutes 30 seconds, a radius of 470.00 feet and an arc length of 264.48 feet to a point of tangency, thence;
4. Through the same, South 22 degrees 16 minutes 30 seconds, West a distance of 108.72 feet to a point of curvature, thence;
5. Through the same, on a curve to the left having a central angle of 28 degrees 07 minutes 15 seconds, a radius of 470.00 feet and an arc length of 230.68 feet to a point of tangency, thence;
6. Through the same, South 05 degrees 50 minutes 45 seconds East a distance of 671.26 feet to a point of curvature, thence;
7. Through the same, on a curve to the right having a central angle of 19 degrees 37 minutes 45 seconds, a radius of 830.00 feet and an arc length of 284.35 feet to a point of tangency, thence;
8. Through the same, South 13 degrees 47 minutes 00 seconds West a distance 912.24 feet to a point of curvature, thence;
9. Through the same, on a curve to the right having a central angle of 15 degrees 14 minutes 00 seconds, a radius of 830.00 and an arc length of 220.67 feet to a point of tangency, thence;
10. Through the same, South 29 degrees 01 minutes 00 seconds West a distance 389.62 feet to a point of curvature, thence;
11. Through the same, on a curve to the left having a central angle of 09 degrees 50 minutes 30 seconds, a radius of 790.00 and an arc length of 135.79 feet to a point of tangency, thence;
12. Through the same, South 19 degrees 10 minutes 30 seconds West a distance of 788.03 feet to a point of curvature, thence;

13. Through the same, on a curve to the left having a central angle of 16 degrees 31 minutes 30 seconds, a radius of 870.00 & an arc length of 193.24 feet to a point on the southerly dividing line of the said lands of Candlelight Farm, LLC with said lands of Dunham Farm, LLC, thence;
14. Along the said dividing line, North 86 degrees 12 minutes 50 seconds West a distance of 60.01 feet to a point, thence;
15. Leaving the said dividing line and passing through the lands of said Candlelight Farm, LLC on a curve to the right having a central angle of 16 degrees 25 minutes 54 seconds, a radius of 730.00 and an arc length of 209.36 feet to a point of tangency, thence;
16. Through the same, North 19 degrees 10 minutes 30 seconds East a distance of 768.03 feet to a point of curvature, thence;
17. Through the same, on a curve to the right having a central angle of 09 degrees 50 minutes 30 seconds, a radius of 850.00 and an arc length of 146.00 feet to a point of tangency, thence;
18. Through the same, North 29 degrees 01 minutes 00 seconds East a distance of 389.62 feet to a point of curvature, thence;
19. Through the same, on a curve to the left having a central angle of 15 degrees 14 minutes 00 seconds, a radius of 770.00 and an arc length of 204.72 to a point of tangency, thence;
20. Through the same, North, 13 degrees 47 minutes 00 seconds East a distance of 912.24 feet to a point of curvature, thence;
21. Through the same, on a curve to the left having a central angle of 19 degrees 37 minutes 45 seconds, a radius of 770.00 and an arc length of 263.80 feet to a point of tangency, thence;
22. Through the same, North 05 degrees 50 minutes 46 seconds West a distance of 671.26 feet to a point of curvature, thence;
23. Through the same, on a curve to the right having a central angle of 28 degrees 07 minutes 15 seconds, a radius of 530.00 and an arc length of 260.12 feet to a point of tangency, thence;
24. Through the same, North 22 degrees 16 minutes 30 seconds East a distance of 108.72 feet to a point of curvature, thence;
25. Through the same, on a curve to the right having a central angle of 32 degrees 14 minutes 30 seconds, a radius of 530.00 and an arc length of 298.24 feet to a point of tangency, thence;
26. Through the same, North 54 degrees 31 minutes 00 seconds East a distance of 176.76 feet to the Point Of Beginning.

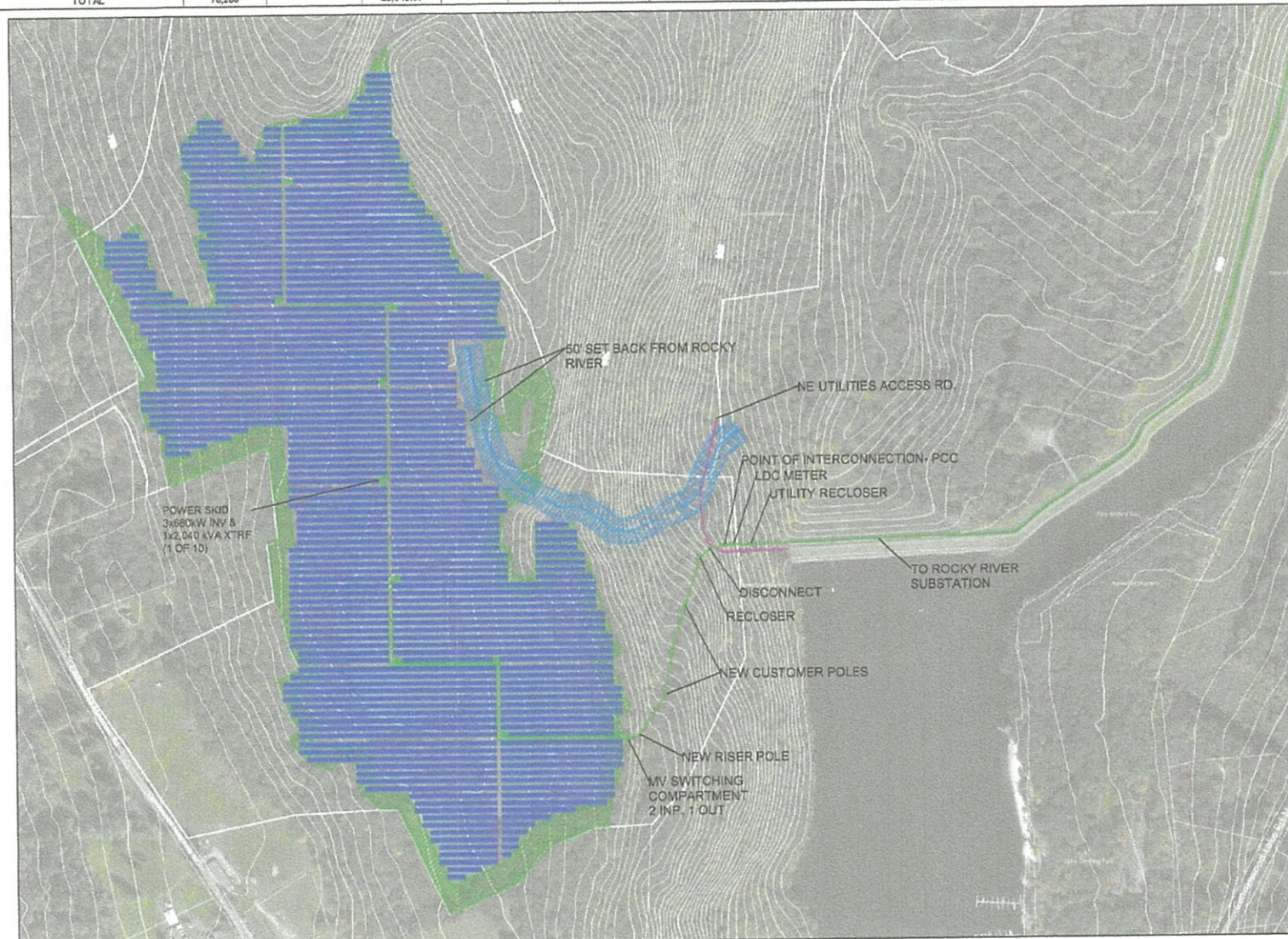
And further together with appurtenant rights as created in that certain Right of Way and Easement Agreement by and between Carl M. Dunham, Jr. and Dunham Farm, L.L.C. dated May 13, 2005 and recorded May 19, 2005 in Volume 859 at Page 800 of the New Milford Land Records as amended by that certain Amendment to Right of Way and Easement Agreement dated June 12, 2007 and recorded June 26, 2007 in Volume 941 at Page 657 of the New Milford Land Records.

POWER TABLE												
ARRAY			MOUNT			INVERTER					TRANSFORMER	
LOCATION	# OF MODULES	MODULE TYPE	kWp	AZIMUTH	PITCH	TYPE	TYPE	SIZE (kW)	QTY	EFFICIENCY	kW AC	RATING
ARRAY 1 TO 10	78,280	JAP6-72-320W	25,049.60	180	20	TERRASMA GROUND SCREW 5X6 TABLE	SCHNEIDER XC-NA 2040KW SKID, 3X680KW	2040	10	98.6%	20,400	2,040 KVA, 380V/23 KV
TOTAL	78,280		25,049.60								20,400	

NOT FOR CONSTRUCTION

NOTES:

1. SHADING PATTERN IS CALCULATED BASED ON JUNE 21ST FROM 7AM TO 5PM FEBRUARY 21ST FROM 8AM TO 5PM AND DECEMBER 21ST AT NOON. TAKING INTO ACCOUNT SITE LATITUDE AND LONGITUDE.
2. SHADING FOR OBJECTS NOT IMPACTING THE PV SYSTEM IS NOT SHOWN.



NEW MILFORD GROUND MOUNT - OVERALL ARRAY LAYOUT
SCALE: 1"=200' WHEN PRINTED 36" x 24"



SCALE: 1"=200' WHEN PRINTED 36" x 24"
DRAWN BY: LFA
CHECKED BY:
DATE: 01/22/2016
REVISIONS:

EXHIBIT B

NEW MILFORD GROUND MOUNT PV ARRAY
25,049.6 kWp DC STC PV ARRAY INSTALLATION
PHOTOVOLTAIC ARRAY LAYOUT

CANDLEWOOD
SOLAR, LLC

E-100